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12 UNITED STATES BANKRUPTCY COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

In re:

15 PG&E CORPORATION,

16 - and -

PACIFIC GAS AND ELECTRIC COMPANY,  
17  
18 Debtors.

- Affects PG&E Corporation  
 Affects Pacific Gas and Electric Company  
 Affects both Debtors

\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

STIPULATION PERMITTING  
FRANK DODINI AND THE  
DODINI REVOCABLE LIVING  
TRUST TO AMEND PREVIOUSLY  
FILED PROOF OF CLAIM

[Related to Dkt. Nos. 8807-08]

Resolving Motion set for Hearing on  
September 8, 2020 at 10:00 am PT

1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”), as reorganized debtors (collectively, the “**Debtors**” and as reorganized pursuant to the  
3 Plan (as defined below), the “**Reorganized Debtors**”) in the above-captioned cases (the “**Chapter**  
4 **11 Cases**”), on the one hand, and Frank Dodini and the Dodini Revocable Living Trust  
5 (“**Movants**”), on the other hand, by and through their respective counsel, hereby submit this  
6 stipulation (the “**Stipulation**”) for an order permitting Movants to amend a previously filed proof  
7 of claim in the Chapter 11 Cases as set forth herein. The Reorganized Debtors and Movants are  
8 referred to in this Stipulation collectively as the “**Parties**,” and each as a “**Party**.**”** The Parties  
9 hereby stipulate and agree as follows:

10 **RECITALS**

11 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these Chapter  
12 11 Cases in the United States Bankruptcy Court for the Northern District of California (the  
13 “**Bankruptcy Court**”).

14 B. By Order dated July 1, 2019 [Docket No. 2806] (the “**Bar Date Order**”), the  
15 Bankruptcy Court set October 21, 2019 at 5:00 p.m. (Prevailing Pacific Time) (the “**Original Bar**  
16 **Date**”) as the deadline in these Chapter 11 Cases for filing proofs of claim in respect of any of  
17 prepetition claim (as defined in section 101(5) of the Bankruptcy Code) against either of the  
18 Debtors, including all claims of Fire Claimants,<sup>1</sup> Wildfire Subrogation Claimants, Governmental  
19 Units (as defined in section 101(27) of the Bankruptcy Code), and Customers, and for the  
20 avoidance of doubt, including all secured claims and priority claims.

21 C. By Order dated November 11, 2019, the Bankruptcy Court extended the Bar Date  
22 until December 31, 2019 at 5:00 p.m. (Prevailing Pacific Time), solely for the benefit of any non-  
23 governmental Fire Claimants who had not filed proofs of claim by the Original Bar Date.

24 D. By Order dated June 20, 2020 [Dkt. No. 8053] the Bankruptcy Court confirmed the  
25 *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated June 19,*

26  
27 <sup>1</sup> Capitalized terms used but not otherwise herein defined have the meanings ascribed to such  
terms in the Bar Date Order or the Plan (as defined below), as applicable.  
28

1 2020 (as may be further modified, amended or supplemented from time to time, and together with  
2 any exhibits or scheduled thereto, the “**Plan**”). The Effective Date of the Plan occurred on July 1,  
3 2020. *See Dkt. No. 8252.*

4 E. On October 11, 2019, Frank Dodini filed Proof of Claim No. 20762 (the “**Original**  
5 **Proof of Claim**”), on account of damages he allegedly sustained as a result of the Camp Fire (the  
6 “**Asserted Fire Victim Claims**”). On December 31, 2019, Frank Dodini filed Proof of Claim No.  
7 94332 (the “**First Amended Proof of Claim**”), in order to amend the Original Proof of Claim.<sup>2</sup>

8 F. On August 18, 2020, Movants filed the *Motion Pursuant to Fed. R. Bankr. Proc.*  
9 *7015 for an Order Deeming Proposed Amended Claim to Relate Back; or Pursuant to Fed. R.*  
10 *Bankr. Proc. 7017 for the Addition of a Real Party in Interest; or Pursuant to Fed. R. Bankr. P.*  
11 *9006(b)(1) to Enlarge the Time Frank Dodini and the Dodini Revocable Living Trust, Dated*  
12 *January 12th, 2000, to File Proof of Claim* [Dkt. No. 8807] (the “**Motion**”), in which Movants assert  
13 they should be permitted to amend the First Amended Proof of Claim solely to add the Dodini  
14 Revocable Trust as an additional claimant. The Motion is set for hearing on September 8, 2020 (the  
15 “**Hearing**”). *See Dkt. No. 8808.*

16 G. Pursuant to the Plan, all Fire Victim Claims were channeled to the Fire Victim Trust  
17 on the Effective Date and are subject to the Channeling Injunction, and any liabilities of the Debtors  
18 or the Reorganized Debtors, as applicable, for any Fire Victim Claims have been fully assumed by,  
19 and are the sole responsibility of, the Fire Victim Trust, and shall be satisfied solely from the assets  
20 of the Fire Victim Trust. *See Plan §§ 4.7(a), 4.26(c), 6.7(a).*

21 H. The Reorganized Debtors have raised with Movants certain informal objections to the  
22 relief requested in the Motion.

23 I. The Fire Victim Trustee has reviewed the Stipulation and, based on the facts  
24 presented in the Motion, has no objection to the agreements set forth herein or to entry of an Order  
25 approving the terms of the Stipulation.

26 J. The Parties hereto desire to resolve their issues regarding the Motion.

27 <sup>2</sup> The official claims register in these Chapter 11 Cases shows that the First Amended Proof of Claim  
28 was filed on December 30, 2019.

1           **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE  
2 INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS  
3 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT  
TO ORDER, THAT:**

4           1. Movants shall be permitted to file a proof of claim (the “**Second Amended Proof of  
Claim**” and, together with the Original Proof of Claim and the First Amended Proof of Claim, the  
“**Proofs of Claim**”) amending the First Amended Proof of Claim, solely to add the Dodini  
Revocable Living Trust as an additional claimant, on the condition that the Second Amended Proof  
of Claim shall be filed no later than seven (7) days after the entry of any Order approving the terms  
of this Stipulation.

10          2. The Proofs of Claim and the Asserted Fire Victim Claims shall for all purposes be  
11 treated and classified as Fire Victim Claims under the Plan, and shall be fully assumed by, and the  
12 sole responsibility of, the Fire Victim Trust and subject to the Channeling Injunction, to be  
13 administered, processed, settled, disallowed, resolved, liquidated, satisfied, and/or paid in  
14 accordance with the Fire Victim Trust Agreement and the Fire Victim Claims Resolution  
15 Procedures. Movants shall have no further recourse against the Debtors or Reorganized Debtors, as  
16 applicable, with respect to the Proofs of Claim or the Asserted Fire Victim Claims.

17          3. Nothing herein is intended to, nor shall it be construed to be, a waiver by the Debtors  
18 or the Reorganized Debtors, as applicable, the Fire Victim Trust, or any other party in interest of any  
19 right to object to the Asserted Fire Victim Claims or the Proofs of Claim on any grounds other than  
20 the untimely filing thereof.

21          4. Nothing herein is intended to, nor shall it be construed to be, a waiver by Movants of  
22 their rights to assert any right in contravention to or in opposition of any asserted challenge to the  
23 Asserted Fire Victim Claims or the Proofs of Claim.

24          5. Upon the timely filing of the Second Amended Proof of Claim pursuant to paragraph  
25 1 of this Stipulation, the Original Proof of Claim and the First Amended Proof of Claim shall be  
26 deemed expunged, and Prime Clerk LLC, the claims agent appointed in the Chapter 11 Cases, shall  
27 be authorized to update the official claims register to reflect the terms set forth herein.

1       6. Upon entry of an Order approving the terms of this Stipulation, the Motion shall be  
2 deemed withdrawn with prejudice, and the Hearing vacated.

3       7. In the event that the terms of this Stipulation are not approved by the Bankruptcy  
4 Court, it shall be null and void and have no force or effect and the Parties agree that, in such  
5 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

6       8. This Stipulation shall be binding on the Parties and each of their successors in  
7 interest.

8       9. This Stipulation shall constitute the entire agreement and understanding of the Parties  
9 relating to the subject matter hereof and supersede all prior agreements and understandings relating  
10 to the subject matter hereof.

11      10. This Stipulation may be executed in counterparts, each of which shall be deemed an  
12 original but all of which together shall constitute one and the same agreement.

13      11. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
14 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

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1 Dated: August 27, 2020  
2 WEIL GOTSHAL & MANGES LLP  
3

4 */s/ Matthew Goren*  
5 Matthew Goren, Esq.

6 *Attorneys for Debtors  
and Reorganized Debtors*

Dated: August 27, 2020  
DOWNEY BRAND LLP

*/s/ Jamie P. Dreher*  
Jamie P. Dreher, Esq.

*Attorneys for Frank Dodini and the Dodini  
Revocable Living Trust*